

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
CAPE LOOKOUT NATIONAL SEASHORE
Special Use Permit

NAME	
ORGANIZATION	
ADDRESS	
TELEPHONE NUMBER	FAX

Park Alpha Code: CALO

Type of Use: 2015-2016 DUCK BLIND

Permit #: EVNT15-CALO-9500-

is hereby authorized to use the following described land or facilities in the above named area:

See Topographic map for Location. Duck Blind Number(s): _____

The area must be restored to its original condition at the end of the permit.

The permit begins at 12:00 am on **September 8, 2015**.

The permit expires at 12:00 pm on **March 31, 2016**.

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

For the purpose(s) of: **Construction and maintenance of a temporary duck blind.**

Person on site responsible for adherence to the terms and conditions of the permit (include contact information):

Authorizing legislation or other authority: (RE: DO-53): 16 USC 1-4; 36 CFR 1.6(a) AND 5.3

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI EIS PEPC # OTHER

APPLICATION FEE Received X Not Required Amount \$ 50.00 (allows 1st duck blind)

PERFORMANCE BOND: Required Not Required X Amount \$

LIABILITY INSURANCE: Required Not Required X Amount \$

COST RECOVERY: Required X Not Required Amount \$ 25.00 (allows additional 2nd duck blind)

FACILITY USE FEE: Required Not Required X Amount \$

LOCATION FEE: Required Not Required X Amount \$

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITEE _____
Signature Title Date

Authorizing NPS Official _____
Signature Superintendent Date

Authorizing NPS Official _____
(additional if required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$ N/A and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
9. Permittee agrees to deposit with the park a bond in the amount of \$ N/A from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation

of the permitted area.

10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
15. The Permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
16. Damages - The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.
17. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
18. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
19. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

20. The Permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].

21. Permittee will comply with applicable public health and sanitation standards and codes.

**CAPE LOOKOUT NATIONAL
SEASHORE GENERAL
PROVISIONS**

To maintain park natural and cultural resources and quality visitor experiences in addition to the standard terms and conditions, the following conditions and requirements apply to Special Use Permits for Constructing a Temporary Duck Blind:

1. This permit will expire **March 31, 2016**.
2. This permit is applicable only for the use of the area marked on the official yearly topographic map and the terms designated below.
3. No more than two duck blinds may be registered per person.
4. This permit grants the permit holder the authorization to construct the number of blinds indicated (limited two), in the locations specified; the permit DOES NOT grant exclusive use of public lands/waters on which the blind is located, either for the purpose of hunting or for any other activity. Hunting on any area of public land (including locations immediately adjacent too authorized constructed blinds) is governed on a first-come first-served basis.
5. All duck blinds placed on/inside the established boundary for Cape Lookout National Seashore shall be lightweight in design or construction, so as to allow complete, easy removal at the expiration of the permit, with a minimum disturbance of the marsh. No permanent structures will be permitted.
6. Blinds may be placed in position beginning **September 8, 2015**, or the date of this permit (whichever is later). All blinds must be completely removed no later than midnight, **March 31, 2016**.
7. It is the responsibility of the Permittees to ensure that their blinds are at least 500 yards from any other permitted blind located within the park boundary.
8. Permittee will abide by all Federal and North Carolina Hunting Regulations. These regulations are enforced by U.S. Park Rangers, U.S. Fish and Wildlife Service Officers, and North Carolina Wildlife Officers.
9. Permittee will allow inspection of the duck blind located within Cape Lookout National Seashore by National Park Service representatives, U.S. Fish and Wildlife Service Officers, and North Carolina Wildlife Officers at any time.
10. The Permittee will not store any gear and related items associated with this activity within the blind, or on park land and adjacent waters outside the duck blind.
11. The area authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein.
12. The Permittee shall be liable for any damages to any Government property resulting from these activities. .
13. The Permittee will not pollute or allow others to pollute park lands or State waters from any source.
14. Permittee shall report any accidents involving personal injuries or property damage within Cape Lookout National Seashore to the Superintendent as soon as possible.
15. All Permittees are issued Park Duck Blind Permit and Duck Blind Number Sheets with the special use permit. This printed Duck Blind Number Sheet must be posted on the uppermost portion of the blind on the side facing the sound or where it is readily visible to anyone performing an inspection.

In addition, the same number must also be painted on the blind adjacent to the permit using 12" numbers, observable from the water by boat.

16. No individual has guaranteed rights to any specific area, including areas they have historically obtained permits to use.
17. Nothing authorized under the conditions of the Permit will allow the Permittee or his representatives to threaten or prevent the enjoyment of other visitors using the national seashore, including baiting other Permittees' duck blinds.
18. Trespass (unnumbered) blinds, and blinds abandoned after the expiration of the permit on March 31, 2014 are subject to removal by National Park Service staff without further notification of the Permittee. Any expense resulting from the removal of a blind will be billed to the Permittee, or owner of the blind if not permitted.
19. Individuals and Permittees responsible for trespass or abandoned blinds are subject to prosecution (fines) for violation of 36 CFR 5.7 - Construction, 36 CFR 2.22 - Property, and/or 36 CFR 1.5 - Permits. In addition, the park may bill Permittees for removal of abandoned blinds. Materials recovered from confiscated blinds will not be returned to Permittees.
20. Permittee is responsible for the general maintenance and/or clean-up of the blind(s) and blind area(s) after use. Failure to do so will result in the Permittee accruing a clean-up and/or maintenance fee if National Park Service employees are required to remove the blind/s and/or restore the blind area(s) back to its original condition after the event at a rate of \$50.00 USD per hour.
21. Permittees who are found to be in violation of the removal of blinds(s), will lose the rights to reapply for a blind permit for a period of two years (two full seasons).

**Continuation of Special Use Permit
Duck Blinds EVNT15-CALO-9500-2015**

BLIND REMOVAL

1. The undersigned acknowledges that as the permittee he/she understands that if the blind/s they construct under this permit, is/are not removed by the specified time, they may be subject to fines, plus the cost of removal of said blind(s).
2. Permittee is responsible for the general maintenance and/or clean-up of the blind/s and blind area/s after use. Failure to do so will result in the permittee accruing a clean-up and/or maintenance fee if National Park Service employees are required to remove the blind/s and/or restore the blind area/s back to its original condition after the event at a rate of \$50.00 USD per hour.
3. Additionally, permittees who are found to be in violation of the removal of blind/s, will lose the rights to reapply for a blind permit for a period of two years (two full seasons).

Permittee's Full Name

Permit Number

Permittee's Signature

Date